Agenda Item Form

Districts Affected: 8 & 6 Dept. Head/Contact Information: (Norman C: Merriffeld/ Daisy Esparza (Ext. 4057) 2074 APR 1.5 FM 1 10 Type of Agenda Item: □ Resolution
 □ ☐Staffing Table Changes ☐ Board Appointments ☐Tax Installment Agreements ☐Tax Refunds □ Donations RFP/ BID/ Best Value Procurement ☐Budget Transfer ☐ Item Placed by Citizen Application for Facility Use ☐Bldg. Permits/Inspection ☐ Introduction of Ordinance Interlocal Agreements ☐ Contract/Lease Agreement Grant Application Other **Funding Source:** General Fund Grant (duration of funds: Months) ☑Other Source: USER FEE Legal: □ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar □ Approved Denied Timeline Priority: □High ⊠Medium □Low # of davs: Why is this item necessary: It provides staff for Pavo Real, Nolan Richardson and Acosta Recreation Centers to perform duties outlined on contracts. Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings: Contract is for performance of services. Maintenance and operating expenditures are nil. **Statutory or Citizen Concerns:** Demands and needs are met. **Departmental Concerns:** Approval of Independent Contractor Contracts will enable Parks Department to meet it's mission,

Agenda Date: 4/20

objectives and functions.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Mayor be authorized to execute the following INDEPENDENT CONTRACTOR contracts on behalf of the PARKS AND RECREATION DEPARTMENT. Funding for these contracts is in fiscal year 2003/2004 appropriations to be approved by the City Council.

NOLAN RICHARDSON RECREATION CENTER

DEPARTMENT ID: 51510074, ACCOUNT 502214

CONTRACTOR:

Norma Alicia Yee, Aerobics Instructor

DATES: RATE PER CL: April 21, 2004 through August 31, 2004 \$10.00

MAXIMUM AMT:

\$600.00

CONTRACT:

2003/2004-118

PAVO REAL RECREATION CENTER

DEPARTMENT ID: 51510115, ACCOUNT 502214

2. CONTRACTOR:

Bernardo Franco, T-Ball Coordinator

DATES: RATE PER CL: April 25, 2004 through July 31, 2004 \$7.00

MAXIMUM AMT:

\$1,204.00

CONTRACT:

2003/2004-119

ACOSTA SPORTS CENTER

DEPARTMENT ID: 51010215, ACCOUNT 502215

CONTRACTOR:

Gerardo Garcia, Field Supervisor

DATES:

April 22, 2004 through August 31, 2004

RATE PER CL:

\$11.00

MAXIMUM AMT:

\$3,300.00

CONTRACT:

2003/2004-120

4. CONTRACTOR:

Esteban Raya, Scorekeeper

DATES:

May 3, 2004 through August 31, 2004

RATE PER CL:

\$15.00

MAXIMUM AMT:

\$1,500.00

CONTRACT:

2003/2004-121

5. CONTRACTOR:

David Pinon Sr., Scorekeeper

DATES:

May 3, 2004 through August 31, 2004

RATE PER CL:

\$17.50

MAXIMUM AMT:

\$1,750.00

CONTRACT:

2003/2004-122

6. CONTRACTOR:

Rodolfo Valles, Field Supervisor

DATES:

April 30, 2004 through August 31, 2004

RATE PER CL:

\$11.50 \$1,150.00

MAXIMUM AMT: CONTRACT:

2003/2004-123

7.	CONTRACTOR: DATES: RATE PER CL: MAXIMUM AMT: CONTRACT:	Gilberto A. Pinon Jr., April 21, 2004 through \$6.25 \$2,100.00 2003/2004-124		
8.	CONTRACTOR: DATES: RATE PER CL: MAXIMUM AMT: CONTRACT:	Perry Huddleston, Off April 21, 2004 through \$44.00 \$4,400.00 2003/2004-125	•	
9.	CONTRACTOR: DATES: RATE PER CL: MAXIMUM AMT: CONTRACT:	Sun City Officials Association April 21, 2004 through August 31, 2004 \$44.00 \$4,400.00 2003/2004-126		
10.	CONTRACTOR: DATES: RATE PER CL: MAXIMUM AMT: CONTRACT:	Gloria Valles, Field Supervisor April 30, 2004 through August 31, 2004 \$12.00 \$1,200.00 2003/2004-127		
GALA	TZAN RECREATION DEPARTMENT ID: 5	CENTER 1510131, ACCOUNT 5	02215	
11.	CONTRACTOR: DATES: RATE PER CL: MAXIMUM AMT: CONTRACT:	Martin Maldonado, Of April 28, 2004 through \$21.00 \$2,100.00 2003/2004-128		
	APPROVED this	20th day of	, 2004.	
			THE CITY OF EL PASO	
ATTES	ST:			
			Joe Wardy Mayor	
Richar City Cl	da Duffy Momsen erk			

APPROVED AS TO FORM:

Guadalupe Cuellar Deputy City Attorney APPROVED AS TO CONTENT:

Norman Merrifield, Director Parks & Recreation Department



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 5/5/0074
CLASS: 5/056
FUND: 16332
PROJECT: P500347
SPEED CHART: P03/0
ACCOUNT: 5023/4

CONTRACT NO: 2003/2004-118

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Norma Hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services:
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning <u>HRIL 31, 2004</u> and be completed by <u>HILG 31, 2004</u>.
- - 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
 - 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
 - 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
 - 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

8. NOTICE Any notices required	under this contract shall be sufficient if sent by Certified Mail, Return
Receipt Requested, postage prepaid, to t	the following address:
CITY: Mayor, City of El Paso, Texas	CONTRACTOR: Name: Norma Acicia 4EE
2 Civic Center Plaza	Address:
El Paso, Texas 79901-1163	SS#:
	Phone:
to the other party of the intention to term Should the City have cause to terminat	ay terminate this contract without cause after 10 days written notice ninate this contract, or at any time by mutual agreement of the parties. te this agreement or if Contractor is in breach of this contract, the ely upon notification to the contractor of the cause for termination.
independent contractor, he/she has not be coverage regularly covered by the City of	Contractor specifically acknowledges that, in his/her capacity as an een provided with Worker's Compensation Insurance or other insurance El Paso Parks and Recreation Department to its regular employees; age so as to protect his/her interest in the event of any personal injuries
travel, equipment and support costs inci	ontractor understands that he/she is responsible for all overhead, urred in performing the contracted services. Contractor also agrees ying all equipment and instrumentalities necessary to carry out the
12. <u>CONTINGENCY</u> This agreem of participants, and a maximumber of participants is not reached, the	ent is contingent upon paid registration for the program of a minimum mum of participants. In the event that the minimum nis agreement shall be null and void.
IN WITNESS WHEREOF the partie	es have executed this agreement in El Paso, Texas on this
day of	
	CITY OF EL PASO, TEXAS
	CITY OF EL PASO, TEXAS
ATTEST:	
	Joe Wardy, Mayor
Richarda Duffy Momsen	CONTRACTOR
City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
	CALLA I
Guadalupe Cuellar	Parks & Recreation Director
Deputy City Attorney	William Vale
	Program Goordinator
	Superintenden

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INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51510115 CLASS: 51058 FUND: 16312 PROJECT: 7500212 SPEED CHART: 70190 ACCOUNT: 502214 CONTRACT NO: 2005/2004-119

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>IZQRNARDO</u> FRANCO, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: T-BALL (OOKDING+OR
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning April 25, 2004 and be completed by 31, 2004.
- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid a total fee not to exceed a maximum of 1,20,00. The fee shall be paid at a rate of per elass game for a maximum of 1,20 classes games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

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CONTRACT NO:

8. NOTICE Any notices required u	inder this contract shall be sufficient if sent by Certified Mail, Return
Receipt Requested, postage prepaid, to the	e following address:
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR: Name: BREN'ARDO FRANCO Address: SS#: Phone:
to the other party of the intention to terminate Should the City have cause to terminate	y terminate this contract without cause after 10 days written notice nate this contract, or at any time by mutual agreement of the parties. It this agreement or if Contractor is in breach of this contract, the y upon notification to the contractor of the cause for termination.
independent contractor, he/she has not bee coverage regularly covered by the City of E	Contractor specifically acknowledges that, in his/her capacity as an en provided with Worker's Compensation Insurance or other insurance I Paso Parks and Recreation Department to its regular employees; e so as to protect his/her interest in the event of any personal injuries
travel, equipment and support costs incur	ntractor understands that he/she is responsible for all overhead, cred in performing the contracted services. Contractor also agrees ing all equipment and instrumentalities necessary to carry out the
12. <u>CONTINGENCY</u> This agreement of <u>YA</u> participants, and a maximumber of participants is not reached, this	nt is contingent upon paid registration for the program of a minimum um of participants. In the event that the minimum s agreement shall be null and void.
IN WITNESS WHEREOF the parties	s have executed this agreement in El Paso, Texas on this
day of	
	CITY OF EL PASO, TEXAS
ATTEST:	
	Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk	CONTRACTOR:
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
	- Man (W
Guadalupe Cuellar Deputy City Attorney	Parks & Recreation Director
Deputy Oity Attorney	D. fornandz
	Program coordinator

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Superintendent

COUNTY OF EL PASO



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID:51010215 CLASS: 51010 FUND: 16302

FUND: 16302 PROJECT: P500202 SPEED CHART: P0180 ACCOUNT: 500015

CONTRACT NO. 2003/2004-17 (2)

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Gerardo Garcia, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City:

- 1. <u>SCOPE OF EMPLOYMENT</u> The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services:
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning and be completed by 8/31/04.
- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid a total fee not to exceed a maximum of ______\$3,300.00 _____. The fee shall be paid at a rate of __\$11.00 ___ per class/game for a maximum of __300 ____ classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



8. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address: CITY: Mayor, City of El Paso, Texas **CONTRACTOR:** Name: Gerardo Garcia 2 Civic Center Plaza 7 Address: El Paso, Texas 79901-1163 SS#: Phone: 9. **TERMINATION** Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination. 10. NO INSURANCE PROVIDED Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind. 11. COSTS AND EQUIPMENT Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided. 12. **CONTINGENCY** This agreement is contingent upon paid registration for the program of a minimum of $\frac{n/a}{}$ participants, and a maximum of $\frac{n/a}{}$ participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void. IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this CITY OF EL PASO, TEXAS ATTEST: Joe Wardy, Mayor Richarda Duffy Momsen City Clerk APPROVED AS TO FORM: APPROVED AS TO CONTEN Guadalupe Cuellar Deputy City Attorney Superintender

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INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 5 10 10 215
CLASS: | 5 10 10
FUND: | 630 2
PROJECT: | 9500202
SPEED CHART: | 90130
ACCOUNT: 502215
CONTRACT NO: 2003(2004-12)

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Esteban Raya, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: പ്രവേശം വരുന്നു കൂട്ടെ പ്രവേശം വരുന്നു പ്രവേശം പ്രവേശ
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning MAY 3 2004 and be completed by Auwst 31,2004.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

EHASO-Parks & Romantica

CONTRACT NO:

8. NOTICE Any notices required to	under this contract sl	nall be suffi	cient if sent b	ov Certified Mail. Return
Receipt Requested, postage prepaid, to the		•		
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: Address: SS#: Phone:	-	RAY A
9. TERMINATION Either party material to the other party of the intention to terminate Should the City have cause to terminate contract may be terminated immediate	inate this contract, o e this agreement or	r at any tim if Contrac	ne by mutual a ctor is in brea	agreement of the parties ich of this contract, the
10. NO INSURANCE PROVIDED independent contractor, he/she has not bee coverage regularly covered by the City of and that he/she will secure similar coverage or damages of any kind.	en provided with Wor El Paso Parks and R	ker's Comp lecreation l	ensation Insu Department to	rance or other insurance o its regular employees
11. <u>COSTS AND EQUIPMENT</u> Cost travel, equipment and support costs incut that he/she will be responsible for supply services to be provided.	irred in performing t	he contrac	ted services.	Contractor also agrees
of participants, and a maximumber of participants is not reached, the	num of k [f4	partici	pants. In the	e program of a minimum event that the minimum
IN WITNESS WHEREOF the partie	es have executed this	agreemer	it in El Paso, ⁻	Texas on this
day of				
	CIT	Y OF EL PA	SO, TEXAS	
ATTEST:				
	Joe	Wardy, May	or	
Richarda Duffy Momsen	COI	NTRACTOR	:	
City Clerk	ϵ	Atologica)	A	\wedge
APPROVED AS TO FORM:	API	PROVED AS	TOCONTEN	y:
	C	Man.	.(Shell
Guadalupe Cuellar	Par	S & Recrea	tion Director	Y
Deputy City Attorney		Lau	70AC	
	Pro	gram Coord	rator	n. ser
	Sup	erintendent		



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51010215

CLASS: 51010 FUND: 16302 PROJECT: PSO0202 SPEED CHART: PO180

ACCOUNT: 502215 CONTRACT NO: 2003/2004 - 122

COUNTY OF EL PASO

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. <u>SCOPE OF EMPLOYMENT</u> The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: ನಾಲ್ ಸಂತಾರ್ಗಳು ನಿರ್ವಾಧಿಸಲ್ಲಿ
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning MAN 3,2004 and be completed by <u>Avecet 31,2004</u>.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

8. <u>NOTICE</u> Any notices required under the Receipt Requested, postage prepaid, to the follow	
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	Name: Name: Name: Name: Name: Name: Name: Name: SR Address: SS#: Phone:
to the other party of the intention to terminate this Should the City have cause to terminate this a	nate this contract without cause after 10 days written notice is contract, or at any time by mutual agreement of the parties. greement or if Contractor is in breach of this contract, the notification to the contractor of the cause for termination.
independent contractor, he/she has not been provide coverage regularly covered by the City of El Paso	ctor specifically acknowledges that, in his/her capacity as an ded with Worker's Compensation Insurance or other insurance Parks and Recreation Department to its regular employees; to protect his/her interest in the event of any personal injuries
travel, equipment and support costs incurred in	r understands that he/she is responsible for all overhead, performing the contracted services. Contractor also agrees equipment and instrumentalities necessary to carry out the
number of participants is not reached, this agree	executed this agreement in El Paso, Texas on this
ATTEST:	CITY OF EL PASO, TEXAS Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk APPROVED AS TO FORM:	CONTRACTOR: David Putar Sa APPROVED AS TO CONTENT: Worm M. A.
Guadalupe Cuellar Deputy City Attorney	Parks & Recreation Director Program Coordinator Supermenden

COUNTY OF EL PASO

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INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51010215

CLASS: 51010 FUND: 16302 PROJECT:P500202 SPEED CHART: P0180 ACCOUNT: 502215

CONTRACT NO: 2003/2004- 123

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Rodolfo Valles, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS. Contractor possesses the skills to render said services to the City;

- 1. <u>SCOPE OF EMPLOYMENT</u> The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services:

 Field Supervisor Girls Softball See attachment
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning April 30, 2004 and be completed by <u>August 31, 2004</u>.
- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid a total fee not to exceed a maximum of \$1,150.00. The fee shall be paid at a rate of \$11.50 per class/game for a maximum of \$100 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

EHASO Parks & Recreation

CONTRACT NO: 2003/2004-

Receipt Requested, postage prepaid, to the following the state of the	lowing address:
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	NTRACTOR: Name: Rodolfo Valles Address: SS#: Phone:
to the other party of the intention to terminate Should the City have cause to terminate this	rminate this contract without cause after 10 days written notice this contract, or at any time by mutual agreement of the parties agreement or if Contractor is in breach of this contract, the con notification to the contractor of the cause for termination
independent contractor, he/she has not been procoverage regularly covered by the City of El Pa	tractor specifically acknowledges that, in his/her capacity as an ovided with Worker's Compensation Insurance or other insurance aso Parks and Recreation Department to its regular employees as to protect his/her interest in the event of any personal injuries
travel, equipment and support costs incurred	ctor understands that he/she is responsible for all overhead in performing the contracted services. Contractor also agrees all equipment and instrumentalities necessary to carry out the
	contingent upon paid registration for the program of a minimum of $\frac{n}{n+a}$ participants. In the event that the minimum reement shall be null and void.
IN WITNESS WHEREOF the parties ha	ve executed this agreement in El Paso, Texas on this
day of , _	-
	CITY OF EL PASO, TEXAS
ATTEST:	, , , , , , , , , , , , , , , , , , ,
	Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk	CONTRACTOR:
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Guadalupe Cuellar	Parks & Recreation Director
Deputy City Attorney	6. A STOKE
	Frogram Coordinator
	Superintendent
	1 June +
	Administrative Analyst

COUNTY OF EL PASO

) Elfasor) Parks & Remarker) Refun (google)

INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51010215

CLASS: 51010

FUND: 16302

PROJECT: P500202

SPEED CHART: PO180 ACCOUNT: 502215

CONTRACT NO: 2009/2004-124

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>CLUBERT ANTHON PRON</u>, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS. Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: SCORE KERPINE TOR SPORTS LEAGUES
- 2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning APRIL 17, 2004 and be completed by AUGUST 31, 2004.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

Packs & Reconstruct The Fun Experts Process Pr	denthie annhanch chall he sufficient if a sale of the last in the
Receipt Requested, postage prepaid, to the	der this contract shall be sufficient if sent by Certified Mail, Return e following address:
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR: Name: Cluster Anthony Pinn Address: SS#: Phone:
to the other party of the intention to termin Should the City have cause to terminate	terminate this contract without cause after 10 days written notice ate this contract, or at any time by mutual agreement of the parties. this agreement or if Contractor is in breach of this contract, the upon notification to the contractor of the cause for termination.
independent contractor, he/she has not been coverage regularly covered by the City of E	Contractor specifically acknowledges that, in his/her capacity as an provided with Worker's Compensation Insurance or other insurance I Paso Parks and Recreation Department to its regular employees; as as to protect his/her interest in the event of any personal injuries
travel, equipment and support costs incur	tractor understands that he/she is responsible for all overhead, red in performing the contracted services. Contractor also agrees ag all equipment and instrumentalities necessary to carry out the
12. <u>CONTINGENCY</u> This agreement ofparticipants, and a maximum number of participants is not reached, this	t is contingent upon paid registration for the program of a minimum of participants. In the event that the minimum agreement shall be null and void.
IN WITNESS WHEREOF the parties	have executed this agreement in El Paso, Texas on this
day of	. 1
	CITY OF EL PASO, TEXAS
ATTEST:	
	Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk	contractor: Collect a. Diren
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Guadalupe Cuellar Deputy City Attorney	Parks & Recreation Director
	Program Coordinator Andread Janese

Superintendent

COUNTY OF EL PASO



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51010215

CLASS: 51010 FUND: 16302

PROJECT: PSU0202 SPEED CHART: PO180

ACCOUNT: 502215 CONTRACT NO: 2003/2004-125

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and PERRY HUDDLESTED , hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Period Officials Scene Koranis Tok officials

- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

8. NOTICE Any notices required un Receipt Requested, postage prepaid, to the	nder this contract shall be sufficient if sent by Certified Mail, Return e following address:
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR: Name: PORRY HUDDIESTON Address: _ SS#: _ Phone: _
to the other party of the intention to termin Should the City have cause to terminate	y terminate this contract without cause after 10 days written notice nate this contract, or at any time by mutual agreement of the parties this agreement or if Contractor is in breach of this contract, the y upon notification to the contractor of the cause for termination
independent contractor, he/she has not bee coverage regularly covered by the City of E	Contractor specifically acknowledges that, in his/her capacity as an provided with Worker's Compensation Insurance or other insurance if Paso Parks and Recreation Department to its regular employees a so as to protect his/her interest in the event of any personal injuries
travel, equipment and support costs incur	tractor understands that he/she is responsible for all overhead red in performing the contracted services. Contractor also agrees ng all equipment and instrumentalities necessary to carry out the
of participants, and a maximumber of participants is not reached, this	nt is contingent upon paid registration for the program of a minimum um of participants. In the event that the minimum agreement shall be null and void.
IN WITNESS WHEREOF the parties	have executed this agreement in El Paso, Texas on this
day of	
	CITY OF EL PASO, TEXAS
ATTEST:	
	Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk	CONTRACTOR:
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Guadalupe Cuellar Deputy City Attorney	Parks & Recreation Director
	Program Coordinator Janua
	Superintendent



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 5/0/0 2/5

CLASS: 51010 FUND: 16302

PROJECT: P500202, SPEED CHART: P0180 ACCOUNT: 502215

ACCOUNT: 502215 CONTRACT NO: 2003/2009 - 126

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Sun CITY OFFICIALS ASSOCIATION, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS. Contractor possesses the skills to render said services to the City;

- 1. <u>SCOPE OF EMPLOYMENT</u> The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Planted of the locations for the contractor hereby accepts and agrees to perform such services:
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning Αρει 18, 2004 and be completed by Αυσυστ 31, 2004.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of 4,400.00. The fee shall be paid at a rate of \$44.00 per class/game for a maximum of 100 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

Poeks & Reconstitue The five Experts			
8. NOTICE Any notices required under Receipt Requested, postage prepaid, to the	inder this contract s ne following address	hall be suff :	ficient if sent by Certified Mail, Return
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:		SUN CITY OFFICIALS ASSOCIATE
9. <u>TERMINATION</u> Either party ma to the other party of the intention to terminate Should the City have cause to terminate contract may be terminated immediately	nate this contract, on this agreement or	or at any ting or if Contrac	ctor is in breach of this contract, the
10. NO INSURANCE PROVIDED independent contractor, he/she has not bee coverage regularly covered by the City of E and that he/she will secure similar coverage or damages of any kind.	en provided with Wor El Paso Parks and F	ker's Comp	Department to its regular employees:
11. <u>COSTS AND EQUIPMENT</u> Cortravel, equipment and support costs incurthat he/she will be responsible for supply services to be provided.	rred in performing t	he contrac	she is responsible for all overhead, eted services. Contractor also agrees entalities necessary to carry out the
ofparticipants, and a maxim number of participants is not reached, this	nt is contingent upo oum ofk s agreement shall b	n paid regis partici pe null and	stration for the program of a minimum pants. In the event that the minimum void.
IN WITNESS WHEREOF the parties	s have executed this	agreemen	nt in El Paso, Texas on this
day of	- 1 ·		
	CIT	Y OF EL PA	SO, TEXAS
ATTEST:			
	Joe	Wardy, May	or
Richarda Duffy Momsen		NTRACTOR	
City Clerk		- ()	· 1/ 0.
ADDDOVED AS TO FORM.		Sadle	+ Lojeuski
APPROVED AS TO FORM:	APF	PROVED AS	TO CONTENT:
Guadalupe Cuellar	Park	s Recreat	tion Difector
Deputy City Attorney		Jano.	Market
	Pro	gram Coordin	pator Jungia

INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51010215 CLASS: 51010

FUND: 16302 PROJECT: 5500202 SPEED CHART: P0180 ACCOUNT: 502215 CONTRACT NO: 2003/2004- 127

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and _Gloria_Valles______, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Field Supervisor Girls Softball See attachment
- 2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning April 30, 2004 and be completed by August 31, 2004.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of \$1,200.00 . The fee shall be paid at a rate of \$12.00 class/game for a maximum of 100 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. LOCATION OF PERFORMANCE The places where such employment is to be performed is the City of El Paso. State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. COMPLETE AGREEMENT This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



2003-2004-

8. <u>NOTICE</u> Any notices required Receipt Requested, postage prepaid, to	d under this contract shall be sufficient if sent by Certified Mail, Return the following address:
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza	CONTRACTOR: Name: Gloria Valles Address:
El Paso, Texas 79901-1163	SS#: Phone:
to the other party of the intention to term Should the City have cause to termina	may terminate this contract without cause after 10 days written notice minate this contract, or at any time by mutual agreement of the parties ate this agreement or if Contractor is in breach of this contract, the tely upon notification to the contractor of the cause for termination.
independent contractor, he/she has not be coverage regularly covered by the City of	Contractor specifically acknowledges that, in his/her capacity as an been provided with Worker's Compensation Insurance or other insurance of El Paso Parks and Recreation Department to its regular employees; rage so as to protect his/her interest in the event of any personal injuries
travel, equipment and support costs in	Contractor understands that he/she is responsible for all overhead, curred in performing the contracted services. Contractor also agrees olying all equipment and instrumentalities necessary to carry out the
	ment is contingent upon paid registration for the program of a minimum timum of $\frac{n/a}{n}$ participants. In the event that the minimum this agreement shall be null and void.
IN WITNESS WHEREOF the part	ties have executed this agreement in El Paso, Texas on this
day of	1
	CITY OF EL PASO, TEXAS
ATTEST:	
	Joe Wardy, Mayor
Richarda Duffy Momsen	CONTRACTOR
City Clerk	\mathcal{A}
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Guadalupe Cuellar	Parks & Recreation DirectorNorman C. Merrifield
Deputy City Attorney	A 5 L
	Program Coordinator
•	failed miga
	Superintendent
	Administrative Analyst
	· ····································

COUNTY OF EL PASO

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INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 5/5/0/3/
CLASS: 5/062
FUND: 163/4
PROJECT: P5002/9
SPEED CHART: P02/9
ACCOUNT: \$022/5
CONTRACT NO: 2003/2004-128

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Martin Malbonabo, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: OFFICIAL FOR YOUTH BASKETBALL LEAGUE AT CIALATZAN RECREATION CENTER.
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning April 28, 2004 and be completed by <u>August 31, 2004</u>.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of <u>\$2,100.00</u>. The fee shall be paid at a rate of <u>\$2,100.00</u> per class/game for a maximum of <u>100</u> classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

THAS Fronting The Se Fronting The Functions		CONTRACT NO:
8. <u>NOTICE</u> Any notices required u Receipt Requested, postage prepaid, to the		all be sufficient if sent by Certified Mail, Return
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: Martin Maldonado Address: SS#: Phone:
to the other party of the intention to termin Should the City have cause to terminate	nate this contract, or this agreement or	ract without cause after 10 days written notice at any time by mutual agreement of the parties. if Contractor is in breach of this contract, the to the contractor of the cause for termination.
independent contractor, he/she has not bee coverage regularly covered by the City of E	en provided with Work El Paso Parks and Re	Ily acknowledges that, in his/her capacity as an ser's Compensation Insurance or other insurance ecreation Department to its regular employees; s/her interest in the event of any personal injuries
travel, equipment and support costs incu	rred in performing th	s that he/she is responsible for all overhead, ne contracted services. Contractor also agrees nd instrumentalities necessary to carry out the
12. <u>CONTINGENCY</u> This agreeme of <u>40</u> participants, and a maxim number of participants is not reached, this	num of <u>150</u>	paid registration for the program of a minimum participants. In the event that the minimum e null and void.
IN WITNESS WHEREOF the parties	s have executed this	agreement in El Paso, Texas on this
day of		
	CITY	OF EL PASO, TEXAS
ATTEST:		
	Joe \	Vardy, Mayor
Richarda Duffy Momsen	CON	TRACTOR:
City Clerk	11	1.41/6/6
APPROVED AS TO FORM:	APP	ROVED AS TO CONTENT:
		Many () I had !!
Guadalupe Cuellar	Park	s & Secreation Director
Deputy City Attorney	The state of the s	0/1/0/1

Superintendent

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Program Coordinator